



Daniel Caldwell <alwaysremember@aggienetwork.com>

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## 06152021 complaint against Parker University

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**Beattie, Chester** <Chester.Beattie@thecb.state.tx.us>  
To: Daniel Caldwell <dcaldwell@aggienetwork.com>  
Cc: Ray Martinez <ray.martinez@icut.org>

Mon, Feb 9, 2015 at 11:26 AM

Mr. Caldwell:

I wanted to provide you with a response after Mr. Ray Martinez, President of ICUT, had a chance to have one more substantive discussion with the leadership of Parker University. Based on what has transpired last Thursday, February 5<sup>th</sup> between ICUT and Parker, the earlier proposed settlement offer that you rejected is updated as follows:

### Parker's Offer

- Parker University officials believe their decision to dismiss Mr. Caldwell was appropriate and commensurate to the charges brought against him. They also believe that due process was provided to Mr. Caldwell in accordance with the written policies and procedure of the university. Accordingly, Parker University does not believe that a letter of apology is warranted and thus, they will respectfully not agree to this demand by Mr. Caldwell.
- According to Parker University, Mr. Caldwell's tuition for the summer session in which he was dismissed was \$10,496. After Mr. Caldwell was dismissed as a student, \$6,440 of the \$10,496 was returned to the Department of Education by Parker University. Originally, Parker University was demanding that Mr. Caldwell reimburse the university for this amount. However, after we met with Parker University officials at the Austin Club on January 21, you will recall that Parker University offered to waive the \$6,440 and no longer demand reimbursement from Mr.

Caldwell for this specific amount. The offer by Parker University to forgive the amount of \$6,440 remains on the table.

- There is a remaining balance of \$4,056 for Mr. Caldwell's summer tuition (\$10,469 - \$6,440 = \$4,056). Parker University officials explained last Thursday that two scholarships were provided by Parker University to Mr. Caldwell totaling \$1,500. Subtracting the scholarship amount, the remaining balance is now \$2,556 (\$4,056 - \$1,500 = \$2,556). Parker University is willing to provide a check to Mr. Caldwell in the amount of \$2,556.
- In addition, in order to facilitate the transferring process to another institution for Mr. Caldwell, Parker University is willing to provide Mr. Caldwell an official copy of his transcript, which will indicate "In Good Academic Standing."

### Required from Daniel Caldwell

- Mr. Caldwell agrees to fully withdraw his complaints to the THECB and the U.S. Department of Education;
- Mr. Caldwell agrees to a signed settlement agreement containing a release of Parker University of any liability regarding Mr. Caldwell's dismissal and a "hold harmless" provision with regard to any future litigation on this matter; and that,
- Mr. Caldwell "cease and desist" from any future contact with Parker University students, faculty and staff and that he agree to not return to the Parker University campus.
- Of course, if Mr. Caldwell does not agree to these conditions in full, Parker University retains the right to withdraw its offer.

Based upon this effort, ICUT has ended further involvement in this matter as it believes that it has done all that it can reasonably perform. As you mentioned per your conversation, also on February 5<sup>th</sup>, with the Department of Education Office of Civil Rights, this agency has decided to assume jurisdiction to move forward with an

investigation of the matter and contact Parker directly to determine whether their administration is willing to mediate, arbitrate, or otherwise collaborate with the federal government's efforts to facilitate an administrative resolution. My sense is that the offer that has been revised and now presented to you will remain open for acceptance except if the OCR decides to pursue the investigation further.

THECB supports the revised offer because it met, and has exceeded, all of the original issues that you brought to our attention several months ago. With the exception of the Letter of Apology, it appears that the proposed offer to settle provides you the chance to obtain your transcript, with a "In Good Academic Standing," a return of money that can assist your educational pursuits and an opportunity to pursue chiropractic studies elsewhere either in or out of Texas. While THECB has no direct affect upon the decision of OCR to pursue its investigation, THECB can indicate that Parker University has made a good faith effort to resolve the matter reasonably, professionally and amicably.

Please advise if you except or reject this revised offer.

Thank You.

Chester S. Beattie, Jr.

Assistant General Counsel

Texas Higher Education Coordinating Board

(512) 427-6144

**From:** Daniel Caldwell [mailto:[dcaldwell@aggienetwork.com](mailto:dcaldwell@aggienetwork.com)]

**Sent:** Saturday, February 07, 2015 10:18 PM

**To:** Ray Martinez; [ocr.dallas@ed.gov](mailto:ocr.dallas@ed.gov)

**Cc:** Beattie, Chester

**Subject:** 06152021 complaint against Parker University

Greetings,

The purpose of this message is to communicate an update to the status of the case which is different from my earlier understanding.

At 3:50pm on 5-Feb-2015, I received a call from one of the agents for the Department of Education Office of Civil Rights seeking to clarify the timeline of events which led to my allegation that the University's actions included unlawful retaliation for protected free speech and discrimination for a disability for which documentation had been promptly provided to the Office of Student Affairs upon its being made available in October of 2013 and which was reviewed by and with the Dean of Student Affairs in April of 2014.

I was advised that the agency has decided to assume jurisdiction to move forward with an investigation of the matter and contact Parker directly to determine whether their administration is willing to mediate, arbitrate, or otherwise collaborate with the federal government's efforts to facilitate an administrative resolution.

In last Thursday's discussion, I also summarized for that agent the rejected settlement offer from Parker to release my transcript in exchange for withdrawal of my complaints, waiver of any other claims, and indemnification from future action.

Meanwhile, it has now been six full months without a written or verbal reply from Dr. McAulay to my 1-Aug-2015 complaint of abuse of discretion by Dr. Hochanadel improperly demanding that I pay \$6,444 to obtain release of my transcript on top of the wrongful dismissal and denials of due process by both of the chairs of the APS and APS Appeals committees infringing on multiple rights that collectively constitute elements of a fair hearing.

DC

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On Fri, Jan 30, 2015 at 7:42 PM, Daniel Caldwell <[dcaldwell@aggienetwork.com](mailto:dcaldwell@aggienetwork.com)> wrote: